

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISION

FOR

CARPENTER

(Pile Driver)

IN

46 Northern California Counties

2011-2015 AGC/PILE DRIVERS MASTER LABOR AGREEMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 2nd day of May, 2011, extends the current Master Labor Agreement between the Associated General Contractors of California, Inc. (AGC) and the Carpenters 46 Northern California Counties Conference Board for and on behalf of Pile Drivers Local Union #34 through June 30, 2015 and provides the following modifications to the 2008-2012 AGC/Pile Drivers Master Labor Agreement:

1. Term of Agreement:

Agreement shall be effective May 2, 2011 through June 30, 2015.

RECEIVED
Department of Industrial Relations

**AGC/PILE DRIVERS, DIVERS, CARPENTERS,
BRIDGE WHARF AND DOCK BUILDERS
LOCAL UNION #34**

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2008-2012

Div. of Labor Statistics & Research
Chief's Office

MASTER LABOR AGREEMENT

Between the Associated General Contractors of California, Inc. and the Carpenters 46 Northern California Counties Conference Board, on behalf of the Northern California Carpenters Regional Council for and on behalf of its affiliate Pile Drivers Local Union #34.

THIS AGREEMENT, entered into this first day of July, 2008 and effective July 1, 2008, amending, modifying, renewing and supplementing the agreement made and entered into July 1, 2004, and each and every prior Agreement, predecessor to this Agreement, entered into by and between the parties hereto, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., a non-profit corporation and/or other employers becoming signatory hereto parties of the first part, hereinafter referred to as the Employer or Individual Employer, each acting for and on behalf of all of its respective members and/or themselves, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Northern California Carpenters Regional Council for and on behalf of its affiliate Pile Drivers Local Union #34, parties of the second part, hereinafter referred to as the UNION provides:

Section VI Subsistence Zone

Subsistence Zone in the Northern California area (46 Counties) shall be allowed on the basis of average expenditure for which the employees covered by this Agreement have in the past been reimbursed in accordance with long standing custom and practice. Such reimbursement (per

work day) shall be excluded from the wages of the employee and shall be paid to him/her weekly by separate check.

For the purpose of simplifying the reimbursement of employees covered by this Agreement for subsistence incurred and in accordance with negotiations between the Employer and the Union consummated the 22nd of February, 2008, it is agreed that subsistence zone and map changes shall apply for work bid on or after July 1, 2008 as follows:

1. On the work performed on projects located in the outer subsistence zones, each individual Pile Driver covered by this Agreement is to be paid the applicable subsistence zone rate per work day (show-up days included) as reimbursement for subsistence.

The center point of the radius for the subsistence zones shall be the Pile Drivers Local Union #34 office, located at 55 Hegenberger Place in Oakland, California.

As defined in the subsistence zone map, the rate of reimbursement for subsistence shall be as follows:

Effective July 1, 2008 through June 30, 2010:

Zone 1 - Inner 60 Miles	No Subsistence
Zone 2 - 60 Miles to 90 Miles	\$30.00 per day
Zone 3 - 90 Miles and Over	\$50.00 per day

Effective July 1, 2010 through June 30, 2012:

Zone 1 - Inner 60 Miles	No Subsistence
Zone 2 - 60 Miles to 90 Miles	\$30.00 per day
Zone 3 - 90 Miles and Over	\$60.00 per day

2. **Permanent Yard or Shop:** An Individual Employer shall not pay subsistence to employees employed in its permanent yard or shop unless such employee is assigned to work on a job or project which is outside the permanent yard or shop and within a subsistence zone. The actual subsistence zone rate shall be paid to employees working in an Individual Employers yard or shop when the employee is working on a project, which is new construction or major alteration or demolition of an existing facility.

These provisions are embodied in Exhibit A – Subsistence Zone Map covering Northern California forty-six (46) Counties, attached hereto and by this reference made a part hereof.

Article V Subsistence and Travel

- A. Divers and tenders while traveling outside the Bay Area shall receive travel expense equivalent to their actual traveling time at straight time wages, including the day of departure and the day of their return; plus transportation for persons and equipment to and from the job, plus reasonable room and board, or payment in lieu of room and board, by mutual agreement between the Individual Employee and the Individual Employer with written notification to the Union by the Individual Employer within five work days of the Individual Employee's employment on the job in question. For the purpose of this Section, the Bay Area is defined as that area within the outer line zone on Exhibit A of the Pile Drivers Agreement. Within the outer line, divers and tenders shall receive the same travel expenses provided for in the Pile Driving Agreement for Pile Drivers.
- B. Employees living aboard floating or other offshore quarters provided by the Employer located at the work site:

1. And who are ready and available for work at the start of their regular shift Monday through Friday shall receive a minimum of eight (8) hour's pay at their applicable hourly rate of pay.
2. And who are required by the Employer to stand by on Saturday, Sunday and holidays, but not put to work, shall receive a minimum of eight (8) hours pay at the applicable overtime rate of pay.

EXHIBIT A

SUBSISTENCE ZONE MAP

